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Exhibit A

**Amended Notice of Filing of Schedule of Executory Contracts and Unexpired Leases to be
Rejected Pursuant to the Plan**

**(Amends and Supersedes Notice of Filing in Exhibit A to the Plan Supplement filed May 1, 2020
[Docket No. 7037])**

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Chapter 11 Case

No. 19-30088 (DM)

(Lead Case)

(Jointly Administered)

**AMENDED NOTICE OF FILING OF
SCHEDULE OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE
REJECTED PURSUANT TO THE PLAN**

1 **PLEASE TAKE NOTICE** that:

2 1. **Plan and Confirmation Hearing.** On January 29, 2019, PG&E Corporation and Pacific
3 Gas and Electric Company (the “**Debtors**”), as debtors and debtors-in-possession commenced voluntary
4 cases (the “**Chapter 11 Cases**”), filed voluntary cases under chapter 11 of title 11 of the United States
5 Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of
6 California (the “**Bankruptcy Court**”).

7 2. On March 16, 2020, the Debtors filed the *Debtors’ and Shareholder Proponents’ Joint*
8 *Chapter 11 Plan of Reorganization dated March 16, 2020* [Docket No. 6320] (together with all exhibits
9 and schedules thereto and as it may be amended, modified, or supplemented from time to time, the
10 “**Plan**”).¹ A hearing to consider confirmation of the Plan is scheduled to be held on **May 27, 2020 at**
11 **10:00 a.m. (Prevailing Pacific Time)** (the “**Confirmation Hearing**”), before the Honorable Dennis
12 Montali, United States Bankruptcy Judge, in Courtroom 17 of the Bankruptcy Court, 450 Golden Gate
13 Avenue, 18th Floor, San Francisco, California 94102.²

14 3. **Schedule of Rejected Contracts.** Pursuant to Article VIII of the Plan, as of, and subject
15 to, the occurrence of the Effective Date of the Plan and the payment of any applicable Cure Amount, all
16 executory contracts and unexpired leases of the Reorganized Debtors shall be deemed assumed, unless
17 any such executory contract or unexpired lease (i) was previously assumed or rejected by the Debtors,
18 pursuant to a Final Order, (ii) previously expired or terminated pursuant to its own terms or by agreement

19 ¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in
20 the Plan.

21 ² Pursuant to the *Order re: Coronavirus Disease Public Health Emergency*, Amended General Order
22 38 (N.D. Cal. Mar. 30, 2020), **all hearings through May 1, 2020 will be conducted telephonically**
23 **and the courtroom will be closed.** Although the Confirmation Hearing is scheduled for May 27,
24 2020, parties are encouraged to check back as to the status of the Confirmation Hearing or the manner
25 in which the Confirmation Hearing will be conducted with the Clerk of the Bankruptcy Court
26 (the “**Clerk**”) by visiting at <http://www.canb.uscourts.gov/> or with Prime Clerk, LLC (“**Prime Clerk**”)
27 by visiting the case website at <https://restructuring.primeclerk.com/pge> (the “**Case Website**”). All
28 parties who wish to appear at hearings must make arrangements to appear telephonically with
CourtCall at 1-866-582-6878 no later than 4:00 p.m. (Prevailing Pacific Time) on the day before the
hearing. Further information regarding telephonic appearances via CourtCall can be found on the
court’s website, at the following location: [http://www.canb.uscourts.gov/procedure/district-oakland-](http://www.canb.uscourts.gov/procedure/district-oakland-san-jose-san-francisco/policy-and-procedure-appearances-telephone)
[san-jose-san-francisco/policy-and-procedure-appearances-telephone.](http://www.canb.uscourts.gov/procedure/district-oakland-san-jose-san-francisco/policy-and-procedure-appearances-telephone)

1 of the parties thereto, (iii) is the subject of a motion to assume, assume and assign, or reject filed by the
2 Debtors on or before the Confirmation Date, or (iv) is specifically designated as an executory contract
3 or unexpired lease to be rejected under the Plan in the Schedule of Rejected Contracts (as defined below).

4 4. Attached hereto is a schedule of executory contracts and unexpired leases which the
5 Debtors intend to reject pursuant to the Plan (the “**Schedule of Rejected Contracts**”, and each
6 agreement listed therein, an “**Agreement**”). **Parties to executory contracts or unexpired leases with**
7 **the Debtors are advised to carefully review the information contained herein and the related**
8 **provisions of the Plan. Please note that a party’s status as a counterparty to an executory contract**
9 **or an unexpired lease alone does not entitle such party to vote on the Plan.**

10 5. Inclusion of an Agreement in the Schedule of Rejected Contracts is not an admission by
11 the Debtors that any of the Agreements listed therein are executory contracts or unexpired leases.
12 Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Agreements listed
13 herein or in the Schedule of Rejected Contracts are not executory contracts or unexpired leases. As a
14 matter of administrative convenience, in certain cases the Debtors may have listed the original parties to
15 the Agreements listed in the Schedule of Rejected Contracts without taking into account any succession
16 of trustees or any other transfers or assignments from one party to another. The fact that the current
17 parties to any particular Agreements may not be named in the Schedule of Rejected Contracts is not
18 intended to change the treatment of such Agreements. References to any Agreements to be rejected
19 pursuant to the Plan are to the applicable agreement and other operative documents as of the date of this
20 Notice, as they may have been amended, modified, or supplemented from time to time and as may be
21 further amended, modified, or supplemented by the parties thereto between such date and the
22 Confirmation Date.

23 6. **Rejection Damages. Pursuant to Section 8.3 of the Plan, in the event that the**
24 **rejection of an executory contract or unexpired lease results in damages to the other party or**
25 **parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a**
26 **timely filed proof of Claim, shall be forever barred and shall not be enforceable against the Debtors**
27 **or the Reorganized Debtors, or their respective estates, properties or interests in property, unless**
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1 a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors or the
2 Reorganized Debtors, as applicable, no later than thirty (30) days after the later of (i) the
3 Confirmation Date or (ii) the effective date of the rejection of such executory contract or unexpired
4 lease, as set forth in the Schedule of Rejected Contracts or order of the Bankruptcy Court. The
5 Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the
6 leases and contracts identified in the Schedule of Rejected Contracts under the Plan.

7 7. **Objections.** Any objection to the proposed treatment of an executory contract or
8 unexpired lease pursuant to the Plan must be filed, served, and actually received by before the
9 deadline set to file objections to confirmation of the Plan, at 4:00 p.m. (Prevailing Pacific Time) on
10 May 15, 2020 (the "Objection Deadline"). Any Objection must:

- 11 (a) be in writing;
- 12 (b) identify the applicable Agreement(s);
- 13 (c) set forth in detail the basis for such Objection together with all supporting
14 documentation;
- 15 (d) conform to the Federal Rules of Bankruptcy Procedure; the Bankruptcy Local Rules
16 for the United States District Court for the Northern District of California; and the
17 *Second Amended Order Implementing Certain Notice and Case Management
Procedures* dated May 13, 2019 [Docket No. 1996] (the "**Case Management
Order**");
- 18 (e) set forth the name and contact information of the person authorized to resolve such
19 Objection;
- 20 (f) be filed with the Bankruptcy Court prior to the Objection Deadline; and
- 21 (g) be served on (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth
22 Avenue, New York, New York 10153 (Attn: Stephen Karotkin
23 (stephen.karotkin@weil.com), Jessica Liou (jessica.liou@weil.com), Matthew Goren
24 (matthew.goren@weil.com), and Tom Schinckel (tom.schinckel@weil.com)), and
25 Keller Benvenuti Kim LLP, 650 California Street, Suite 1900, San Francisco,
26 California 94108 (Attn: Tobias S. Keller (tkeller@kbkllp.com) and Jane Kim
27 (jkim@kbkllp.com)); (ii) the attorneys for the Shareholder Proponents, Jones Day,
28 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071-2300 (Attn:
Bruce S. Bennett (bbennett@jonesday.com), Joshua M. Mester
(jmester@jonesday.com), and James O. Johnston (jjohnston@jonesday.com)); and
(iii) the Standard Parties as set forth in the in the Case Management Order.

1 **The Debtors encourage counterparties to contact their counsel listed in paragraph 7(g)**
2 **above prior to filing any Objection. Any counterparty to an Agreement that fails to timely file and**
3 **serve an Objection as proscribed herein will be deemed to have assented to the rejection of such**
4 **Agreement.**

5 8. Claims for damages arising from the rejection of any Agreement must be filed with Prime
6 Clerk, the Court-appointed claims agent in these Chapter 11 Cases. Counterparties can obtain a Claim
7 form and file a Claim online at the Case Website, or contact Prime Clerk by mail at c/o Prime Clerk LLC
8 850 Third Avenue, Suite 412, Brooklyn, NY 11232; by phone at (844) 339-4217 or by email at
9 pgeinfo@primeclerk.com.

10 9. The Debtors reserve their rights to amend the Schedule of Rejected Contracts as set forth
11 in Section 8.8(a) of the Plan until the later of (i) 4:00 p.m. (Pacific Time) on the Business Day
12 immediately prior to the commencement of the Confirmation Hearing or (ii) if Section 8.2(d) of the Plan
13 is applicable, the Business Day that is seven (7) Business Days following the determination by the
14 Bankruptcy Court of an unresolved dispute relating to an executory contract or unexpired lease to be
15 assumed by the Debtors.

16 10. **Amendments.** Notwithstanding Section 8.8(a) of the Plan, the Debtors shall have fifteen
17 (15) business days from the Confirmation Date to file amendments to the Schedule of Assumed Contracts
18 and Schedule of Rejected Contracts, to remove executory contracts and unexpired leases previously
19 listed on the Schedule of Assumed Contracts and to add executory contracts and unexpired leases to the
20 Schedule of Rejected Contracts. Any objection of a counterparty to an executory contract or unexpired
21 lease that is added to the Schedule of Rejected Contracts or removed from the Schedule of Assumed
22 Contracts pursuant to this subparagraph shall have fourteen (14) days from the date on which notice of
23 such removal or addition is served on the counterparty to file an objection thereto, which objection may
24 be resolved either consensually without further order of the Court, or, after notice and an opportunity to
25 be heard, by a Final Order of the Court, with any rejection deemed approved as of the Effective Date of
26 the Plan. The rejection of any executory contract or unexpired lease added to the Schedule of Rejected
27 Contracts pursuant to this subparagraph shall be deemed approved by the Court as of the Effective Date
28

1 of the Plan if an objection to the addition of such executory contract or unexpired lease is not timely
2 filed as provided above.

3 11. **Miscellaneous.** Copies of the Schedule of Assumed Contracts, the Plan and other
4 relevant documents may be obtained free of charge at the Case Website.

5 Dated: May 1, 2020

6 **WEIL, GOTSHAL & MANGES LLP**

7 **KELLER BENVENUTTI KIM LLP**

8
9 By: /s/ Stephen Karotkin
Stephen Karotkin

10 *Attorneys for Debtors*
11 *and Debtors in Possession*